

Address 1219 Broad River Road, Columbia, SC 29210Loan# BRL61128Date 6/24/2011

"I", "me", "my" or "us" means all persons who sign this Note as Borrower or co-Borrower, jointly and severally. "You" or "your" means Lender and any assignee.

Promise to Pay: For value received, I agree to pay you the Amount Financed ("Principal") plus Finance Charges ("Interest") on the daily unpaid principal balance computed at the Annual Percentage Rate set forth below, in the amounts and on or before the dates set forth in the Payment Schedule below, plus all other fees and charges due under this Agreement until all amounts are paid in full. Time is of the essence of this Agreement.

ANNUAL PERCENTAGE RATE

The cost of my credit as a yearly rate:

400.00%**FINANCE CHARGE**

The dollar amount the credit will cost me:

\$15,613.48**Amount Financed**

The amount of credit provided to me or on my behalf:

\$1,615.00**Total of Payments**

The amount I will have paid after I have made all payments as scheduled:

\$17,228.48

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>32</u>	<u>\$538.39</u>	<u>7/24/2011</u> and the <u>24th</u> day of every month thereafter.

Insurance: I may obtain property and casualty insurance from anyone I want that is acceptable to Lender.

Security: I am giving you as security interest in the following vehicle (the "vehicle"):

Year: <u>1998</u>	Make/Model: <u>Ford Expedition</u>	Color: <u>Red</u>	Miles: <u>165,734</u>
VIN# <u>[REDACTED]</u>	LIC# <u>[REDACTED]</u>		

Lien Notation Fee (Paid by me): \$15.00

Prepayments: After my Right of Redemption expires, I may prepay this loan in full at any time without penalty by paying the outstanding principal and the accrued finance charges.

Assumption: Someone buying the above vehicle this obligation continues to be my responsibility until the debt is paid in full.

I can see the remainder of this Agreement for any additional information about non-payment, default, required repayment in full before the scheduled date, and prepayment refunds or penalties.

Itemization of Amount Financed

\$1,600.00 given to me directly
to pay off account #

Amount paid to others on my behalf:

\$15.00 Lien Notation Fee Paid
Paid to previous lienholder(s)
\$0.00 other:

I have read and received a copy of this Agreement on the date indicated above and I agree to be bound by it.

THIS IS A HIGHER INTEREST LOAN. I SHOULD GO TO ANOTHER SOURCE IF I HAVE THE ABILITY TO BORROW AT A LOWER RATE OF INTEREST. I AM PLACING MY VEHICLE AT RISK IF I DEFAULT ON THIS LOAN.

Borrower:

[Signature]
Levon Tyler
Print Name

Address:

[REDACTED]
Salley, SC 29137

[Signature]
Smart Choice Title Loans

Co-Borrower:

X
Print Name

Address:

[REDACTED]

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO 15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS (1976), AS AMENDED. IN THE EVENT THE FEDERAL ARBITRATION ACT IS NOT APPLICABLE.

ADDITIONAL TERMS AND CONDITIONS

Right of Rescission: Except as stated below, I have the right to cancel this transaction, without interest or cost to me, by paying to you the total Amount Financed, in Collected Funds (defined below), by no later than 5:30 p.m. of the first (1st) calendar day following the date I signed this Agreement. In other words, if, and only if, you are in receipt of Collected Funds for the total Amount Financed shown on the first page of this Agreement on or before 5:30 p.m. on the first calendar day from the date of this Agreement, you will release your lien on my vehicle and will mail to me my certificate of title. If the first calendar day from the date of this Agreement falls on a day that you are not open for business, I must pay and you must receive in your office the total Amount Financed on or before 5:30 p.m. of your previous business day. If you do not receive in your office the total Amount Financed on or before 5:30 p.m. of the first calendar day as stated above, my Right of Rescission expires. You are not responsible for delays caused directly or indirectly by the U.S. Postal Service or any other third party.

Exceptions to Right of Rescission: The above Right of Rescission does not apply, and I am not entitled to claim a Right of Rescission, under any of the following circumstances: (a) I elect to refinance my loan with you to receive additional monies; or (b) I obtain a new loan from you or from another financial institution, bank, credit union, automobile dealership, check advance, check cashing, payday advance, title loan, or insurance company to payoff this loan or any other loan from you.

Prepayment: After my Right of Rescission expires, I may prepay the loan in full at any time without penalty by paying the outstanding principal and the accrued finance charges.

Payment Method: I will make all of my payments either (a) by hand-delivering my payments to your employee at the address where this loan was originated and receiving a receipt for each payment made, or (b) by mailing my payments to Smart Choice Title Loans, P.O. Box 130061, Tampa, FL 33681 or to the address where this loan was originated. I agree NOT TO MAKE PAYMENTS TO YOU IN THE FORM OF CASH AND/OR PERSONAL OR BUSINESS CHECKS. If I make payment to you in the form of your original check that you issued to me, or a money order issued by the United States Post Office, I will have paid you with "Collected Funds." If I make a payment to you in any form that is not Collected Funds as specifically defined in the preceding sentence, including but not limited to, checks (cashier's or certified) and money orders that are not issued by the United States Post Office, I will have paid you with "Non-Collected Funds."

Security Interest: I hereby grant you a security interest in the motor vehicle ("the Vehicle") described in the Truth In Lending Disclosures to secure (a) all amounts due or which become due under this Agreement, (b) my performance and compliance with the terms of this Agreement, and (c) all amounts that I owe you under any other note, contract, agreement, or instrument. Your security interest shall remain in effect until I have paid in full all amounts due under this Agreement or under any other note, contract, agreement, or instrument that I have given you, including any extensions, renewals, and modifications. To secure this interest, you shall hold the Vehicle's certificate of title ("the Title") and be shown as the lien-holder on the Title. To perfect this lien, you shall (unless I have already perfected your lien) file the Title, together with other required documents, with the State Division of Motor Vehicles ("the DMV").

Insurance: Until I have paid you all amounts due under this Agreement, I shall maintain comprehensive and collision insurance for the Vehicle and you shall be named the loss payee on such policies of insurance. If I fail to keep the Vehicle insured, you may purchase property insurance at my expense, but you have no obligation to do so. I shall notify you, on the same or your next business day, of any and all changes to my comprehensive and collision insurance, including but not limited to cancellations or change in insurers.

Forms of Communications: I recognize that you may have a need to communicate with me about my account, and I have provided you my address, my telephone number, and as shown on my Application, my e-mail address. I understand that communications by e-mail are not secure and may be intercepted by unauthorized persons. If I have provided you my e-mail address, I authorize you to communicate with me by e-mail, as well as by telephone and by U.S. mail. I hereby hold you harmless if any e-mails that you send to me are intercepted by anyone who is not a party to this Agreement.

Release of Certificate of Title: If I have paid in full all amounts due to you under this Agreement as well as under any other note, contract, agreement, or instrument that I have given to you, in the form of Collected Funds, you shall send me the Title on or before the (7th) business day following receipt of such payment via the United States Postal Service at your expense. If I have made any payment to you in the form of Non-Collected Funds, you shall send me the Title on or before the forty-fifth (45th) day following receipt of my most recent payment. In the event that you send the Title and I do not receive it, or in the event that you are obligated but unable to send the Title to me due to non-receipt of the Title from the DMV, you will issue me a release of lien upon my request, and you will assist me in applying to the DMV for a duplicate Title.

Power of Attorney: With respect to the Vehicle, I hereby grant you power of attorney that allows you to perform any acts necessary to enforce the terms of this Agreement. This power of attorney is irrevocable until I have paid in full all amounts due under this Agreement.

Events of Default: I will be in default under this Agreement if: (a) I fail to make any payment when due; (b) I fail to maintain comprehensive and collision insurance for the Vehicle during the term of this loan; (c) I fail to do anything else I have agreed to do in this Agreement; (d) any statement or information given to you proves to be untrue or incorrect regarding my creditworthiness, the Vehicle, any liens on the Vehicle, my home address, or references and other information provided to you at the inception of this Agreement; (e) a lien of any nature, other than yours, is applied against the Vehicle; (f) the Vehicle is impounded or seized by any third party; (g) I sell, lease or otherwise encumber the Vehicle; (h) I otherwise fail to adhere to the terms of this Agreement completely and without exception; (i) I fail to notify you, on the same or your next business day, of any and all changes to my comprehensive and collision insurance, including but not limited to cancellations or changes in insurers; or (j) I fail to comply with the terms and conditions of any other note, contract, agreement, or instrument that I have given you to evidence an indebtedness that I owe you.

Notice of Default: If any of the above Events of Default have occurred, you may do whatever is necessary to correct my default. You will, except as set forth below, first give me a Notice of Default and Right to Cure before you accelerate payment of the remaining unpaid balance I owe you or repossess the Vehicle. You are not required to give me this Notice when (a) you have previously given me a Notice concerning a prior default in this Agreement, or (b) I have abandoned or voluntarily surrendered possession of the Vehicle or my default consists of an Event of Default other than a failure to make a required payment.

Remedies upon Default: If I do not cure the default, you may do either and/or both of the following at the end of the notice period: (a) you can require me immediately to pay the entire remaining balance of this Agreement and any other note, contract, agreement, or instrument that I have given you to evidence an indebtedness that I owe you, plus accrued interest; or (b) you can repossess the Vehicle. If you are not required to give me the Notice of Default and Right to Cure, you will have these rights immediately upon my default. Once you get possession of the Vehicle, you will sell it. If the amount from the sale, after Expenses, is more than what I owe you for this Agreement and any other note, contract, agreement, or instrument that I have given to you to evidence an indebtedness that I owe you, you will pay me the excess amount. If the amount from the sale, after Expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law.

Expenses: Except as otherwise provided by law, if any Event of Default occurs, I agree to reimburse you all expenses that you incur in realizing on your collateral, including but not limited to, (a) any and all motor vehicle repossession firms that you have engaged (even if the Vehicle is not repossessed); (b) any and all skip-tracing, private investigation and other firms that you have engaged to locate the Vehicle or me (even if the Vehicle and/or I are not located); (c) the amounts due to any auctions, motor vehicle transportation companies and other companies involved with the sale of the Vehicle; and (d) if you have to use an attorney who is not your salaried employee to help collect this loan, I will owe reasonable attorney's fees not exceeding 15% of the unpaid balance due.

Calculation of Interest and Application of Payments: This is a simple interest loan. All payments will be applied in the following order: (a) Expenses, (b) Interest and (c) Principal. Interest shall be calculated daily, and early payment will decrease the amount I owe. All sums paid by me in excess of the amount of any current payments due shall be considered a partial prepayment and shall be applied to Principal. Any such partial prepayments shall not relieve me of the obligation to make the next due Scheduled Payment. The Payment Schedule in the Truth In Lending Disclosure assumes that all payments will be made on the precise day on which they are due. As such, the final payment amount shall be adjusted to be appropriate to reflect any variation in the actual dates my payments are received by you. All fees under this Agreement, including but not limited to Expenses, will be added to the Principal and will increase the amount of Interest that I will owe over the term of the loan. In the event that I fail to satisfy the loan on or before maturity of this Agreement, I agree to pay interest on any unpaid balance that I owe after maturity at the Annual Percentage Rate set forth in the Truth In Lending Disclosures on the front side of this Agreement.

Miscellaneous Provisions: (a) I must perform as required by this Agreement without notice or warning by you; (b) this Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of South Carolina; (c) if any part of this Agreement is held to be invalid or unenforceable, such determination shall not affect the remainder of this Agreement; (d) if I mark a check or other payment instrument with the words "for payment in full" or with similar words, you may deposit such check or other payment instrument and apply such payment to my account in accordance with the Calculation of Interest and Application of Payments provisions of this Agreement, and the remaining amounts due under this Agreement shall remain due without regard to what I marked on the check or other payment instrument; (e) any suspension or waiver by you of an Event of Default by me under this Agreement shall not suspend, waive or affect any other Event of Default by me under this Agreement, whether the other Event of Default is prior or subsequent thereto and whether of the same or of a different type; and (f) this Agreement represents the entire Agreement between you and me, and any modification must be made only in writing and must be signed by both you and me.

ARBITRATION: All disputes, claims or controversies arising from or relating to any relationship that exists or has ever existed between us shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This Agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1 (or if not applicable, § 15-48-10, et. seq. of the South Carolina Code of Laws). Judgment upon the award rendered may be entered in any court having jurisdiction. We understand and agree that we choose arbitration instead of litigation to resolve any disputes. We understand and acknowledge that we have a right to litigate disputes in court, but that we prefer to resolve our disputes through arbitration, except as provided herein. **WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT WE HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BROUGHT BY YOU.** We agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes, will be subject to binding arbitration in accord with this Agreement. We understand and agree that the arbitrator shall have all powers provided by this Agreement and by law in general. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything herein to the contrary, I understand and agree that you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce your security interest under this Agreement, to enforce the monetary obligation secured by the Vehicle or to repossess the Vehicle. Your institution and maintenance of a lawsuit to repossess the Vehicle, to obtain a monetary judgment, or to enforce our security interest shall not constitute a waiver of the right of either of us to compel arbitration regarding any other dispute or remedy subject to arbitration under this Agreement including the right to compel arbitration of counterclaims filed by me in a suit brought by you pursuant to this provision.

ADDENDUM TO NOTE AND SECURITY AGREEMENT

BORROWER: Levon Tyler
CO-BORROWER:
LOAN #: BRL61128
DATE OF AGREEMENT: 6/24/2011

Customer Rewards Program: Subject to all of the conditions set forth in the Agreement, if I make my monthly payment on or before its due date, you will reduce the interest rate applicable to that payment from the rate shown on the first page of the Agreement to the rate of 192% APR, and the resulting monthly payment will be \$260.66.

1. You must receive my payment in your office by the close of business on or before the fifth (5th) calendar day from the due date shown on the Agreement ("Grace Period Date").
2. If the Grace Period Date falls on a day you are not open for business, you must receive my payment in your office by the close of business of the business day prior to the Grace Period Date.
3. I understand and acknowledge that your office is closed on all national holidays (except Martin Luther King and Columbus Day), the day after Thanksgiving Day, December 24th and December 31st. If you are closed on any day other than a Sunday or a day herein listed you will mail me notice of that day or accept my payment, if dropped off on the day you are closed, as if it was not late and I will continue to receive the discounted customer rewards program interest rate, so long as I have not ever been late previous to this day.
4. If I am ever late in any payment due under the Agreement, I will not be entitled to the reduced rate for that payment or for any future payments due under the Agreement. In other words, if I am ever late on one of my payments, I will forfeit the right to the reduced interest rate for that payment and for all future payments, even if I make all future payments on or before their due dates.
5. If I forfeit the right to the reduced interest rate, I understand that you, at your discretion, may decide to offer me a new discounted customer rewards program interest rate. I further understand, if you do offer me a new discounted customer rewards interest rate, after I have forfeited my discounted customer rewards interest rate, at any time during this loan that you are not obligated to offer this to me again if I should forfeit the right to the reduced interest rate again.
6. The above discounted customer rewards program interest rate does not apply if another financial institution, bank, credit union, automobile dealership, check advance, check cashing, payday advance, title loan, or insurance company pays off this loan or any other loan from you. If this occurs, the payoff will be calculated at the rate shown on the first page of the Agreement.

I understand that the above Customer Rewards Program applies only to my existing Agreement referenced above, and that you are not obligated to offer the Customer Rewards Program on any future Agreement I might sign.

Date: 6/24/2011

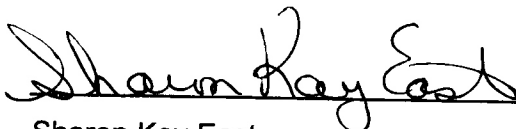
BORROWER:



Levon Tyler

Salley, SC 29137

CO-BORROWER:



Sharon Kay East
Manager

ADDENDUM TO NOTE AND SECURITY AGREEMENT

BORROWER: Levon Tyler

CO-BORROWER:

LOAN #: BRL61128

DATE OF AGREEMENT: 6/24/2011

Summer Fun Program Program: Subject to all of the conditions set forth in the Agreement, if I pay off this loan on or before the 30th calendar day from today, you will reduce the contractual rate of interest to \$109.50% APR ("Summer Fun Program Rate"). Therefore, my payoff on this date will be \$1,760.35.

I further understand and agree that the 30th calendar day from today may not be the date my first payment is due. I understand that thirty (30) calendar days from today is 7/24/11 and my first payment due date is 7/24/11.

In other words, to receive my Summer Fun Program Rate I must pay the Total Amount Financed plus interest accrued at the reduced rate of \$109.50% APR ("Summer Fun Program Payoff") on or before 7/24/11. If 7/24/11 falls on a day you are not open for business, you must receive the Summer Fun Program Payoff in your office by the close of business day prior to the date shown above.

Exceptions to Summer Fun Program Program: The above Program does not apply, and I am not entitled to claim the benefits of this Program if under any of the following circumstances: (a) I elect to refinance my loan with you to receive additional monies; or (b) I obtain a new loan from you or from another financial institution, bank, credit union, automobile dealership, check advance, check cashing, payday advance, title loan, or insurance company to payoff this loan or any other loan from you.

I understand that the above Summer Fun Program Rate Program applies only to my existing Agreement referenced above, and that you are not obligated to offer the Summer Fun Program Rate Program on any future Agreement I might sign.

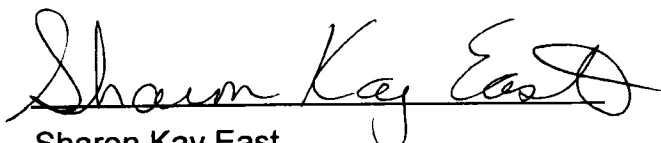
Date: 6/24/2011

BORROWER:


Levon Tyler

Salley, SC 29137

CO-BORROWER:


Sharon Kay East
Manager